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KING COUNTY SUPERIOR COURT
IN AND FOR THE STATE OF WASHINGTON

STEFI HALLSTROM, individually,
Plaintiff,

v.

GEEKS WHO DRINK LLC, a limited liability
company, JOHN DICKER and JANE DOE
DICKER, individually and the marital
community comprised thereof, JOEL PEACH
and JANE DOE PEACH, individually and the
marital community comprised thereof,

Defendants.

NO.

COMPLAINT FOR DAMAGES

COMES NOW Stefi Hallstrom, by and through her undersigned counsel Jonathan
Nolley of Emerald Law Group PLLC and Mark Davis of Dethlefs Sparwasser Reich Dickerson
PLLC, and alleges as follows:

I. PARTIES

1.1 At all times relevant hereto, Plaintiff Stefi Hallstrom (hereafter “plaintiff”) was
and is a resident of Snohomish County, Washington.

1 1.2 At all times relevant hereto, Defendant Geeks Who Drink LLC (hereafter
2 “GWD”) was and is a limited liability company doing business in the State of Washington and
3 in King County, Washington.

4 1.3 At all times relevant hereto, Defendant John Dicker was a principal and owner of
5 Defendant GWD and did business in King County, Washington.

6 1.4 At all times relevant hereto, Defendant Joel Peach was a principal and owner of
7 Defendant GWD and did business in King County, Washington.

8
9 II. JURISDICTION & VENUE

10 2.1 The above-entitled court has jurisdiction over the subject matter of this lawsuit.

11 2.2 The above-entitled court is the proper venue for this action based upon the fact
12 that Defendants did and continue to do business in King County, Washington.

13 2.3 Venue is appropriate under RCW 4.12.020(3) because the causes of action
14 arose from injuries to plaintiff in King County.

15 2.4 Venue is appropriate under RCW 4.12.025(1)(a)-(d) because Defendants
16 transact business in King County; Defendants have an office for the transaction of business
17 in King County; and Defendants transacted business in King County at the time the cause
18 of action arose.

19 2.5 Venue is appropriate under RCW 4.12.025(3)(a)-(d) because the causes of action
20 arise out of torts that were committed in King County; plaintiff’s work for Defendants was
21 performed in King County; and all agreements entered into between the parties were entered
22 into in King County.

23
24 III. FACTS

25 3.1 Plaintiff is a female resident of the State of Washington.

1 3.2 Defendant GWD operates a business that hosts and puts on trivia events and
2 contests at local bars and restaurants, including those in King County and throughout the Puget
3 Sound area.

4 3.3 Defendant Dicker is one of the two principals of Defendant GWD and regularly
5 manages the business operations of GWD, including decision regarding hiring and terminating
6 employees.

7 3.4 Defendant Peach is one of the two principals of Defendant GWD and regularly
8 manages the business operations of GWD, including decision regarding hiring and terminating
9 employees.
10

11 3.5 In or about 2012, Defendants hired Plaintiff to work as a part-time trivia host.

12 3.6 Plaintiff continued to work on a part-time basis until approximately 2015 when
13 Defendants began training and instructing Plaintiff as a salesperson, a position in which she
14 would market GWD's services to local bars and restaurants.
15

16 3.7 As part of Plaintiff's training as a salesperson, she attended sales calls with a
17 GWD employee and company representative named Ozzy Nelson.

18 3.8 During these same sales calls, Mr. Nelson tried to persuade Plaintiff to have sex
19 with Mr. Nelson's friend.

20 3.9 During these same sales calls, Mr. Nelson tried to persuade Plaintiff to get into a
21 fight with her boyfriend in order to justify having sex with Mr. Nelson's friend.
22

23 3.10 During these same sales calls, Mr. Nelson tried to persuade Plaintiff to drink
24 shots of liquor with him and go to a strip club.

25 3.11 Plaintiff refused each of Mr. Nelson's above-described propositions.
26

1 3.12 Plaintiff later learned that Mr. Nelson had a history of sexually inappropriate
2 conduct toward GWD employees.

3 3.13 Despite Mr. Nelson's prior history and past instances of inappropriate conduct
4 toward female GWD employees, GWD continued to allow Mr. Nelson to go on sales calls with
5 Plaintiff with no other employees or persons present.

6 3.14 Because Plaintiff felt Mr. Nelson's conduct was inappropriate, she reported Mr.
7 Nelson to GWD but continued to go forward with her sales training while maintaining her part-
8 time trivia host role.

9
10 3.15 In October of 2015, Defendant Dicker offered Plaintiff a full-time commissioned
11 sales position.

12 3.16 Plaintiff accepted this position as a full-time salesperson.

13 3.17 As a salesperson, Plaintiff performed her job well and exceeded her sales
14 expectations.

15 3.18 In July of 2016, Plaintiff found out that she was pregnant with her second child.

16 3.19 During the course of her pregnancy, she continued to perform her sales role
17 diligently and effectively.

18
19 3.20 On April 21, 2017, Plaintiff gave birth to her second child and took
20 approximately one month off of work for maternity leave.

21 3.21 GWD had no formal maternity leave policy.

22 3.22 Because she did not want to be perceived as taking too much time from work
23 following her pregnancy, she returned to work after just four weeks.

24 3.23 On or about May 21, 2017, Plaintiff returned to full-time work as a salesperson.

1 3.24 The summer of 2017 proved to be a slow month for GWD, and sales were lower
2 than non-summer months.

3 3.25 During this slow period, Plaintiff worked diligently to build up business leads in
4 anticipation of having a busy fall quarter with greater sales.

5 3.26 In approximately September of 2017, Plaintiff contacted her first-line manager
6 Jake Kwikowski about the slow summer sales.

7 3.27 In response, Mr. Kwikowski acknowledged that the summer had been slow and
8 remarked that there had been a “summer lull” and that sales would bounce back. Mr.
9 Kwikowski also stated that Plaintiff’s job was not in jeopardy and that “she was good.”

10 3.28 On September 8, 2017, Mr. Kwikowski contacted Plaintiff and terminated her
11 employment.

12 3.29 In this same conversation in which he terminated Plaintiff’s employment, Mr.
13 Kwikowski told Plaintiff that her sales were too low.

14 3.30 On the date of her termination, Plaintiff was approximately four (4) months
15 removed from giving birth to her second child and had returned to full-time work for
16 approximately three (3) months.

17 3.31 Several days later on September 12, 2017, Plaintiff participated in an exit
18 interview with Defendant Dicker.

19 3.32 During the exit interview, Plaintiff asked if there was anything she could do to
20 keep her job. She volunteered to forego the remainder of her stipend.

21 3.33 During this same exit interview, Plaintiff also asked why she had not been given
22 any advance notice of her employer’s displeasure with her in order to allow her to take
23 corrective action.

1 3.34 During this same exit interview, Plaintiff asked about a male employee that had
2 been given notice about his job performance and the ability and time to improve his
3 performance to avoid termination.

4 3.35 In response, Defendant Dicker indicated that the decision to terminate Plaintiff
5 was final.

6 3.36 Following her termination, Plaintiff became aware of an email exchange in
7 which Mr. Kwikowski was critical of Plaintiff having children and his and Defendant Dicker's
8 belief that Plaintiff's children interfered with her job performance.

9 3.37 In this email, Mr. Kwikowski wrote the following: "To be blunt, Dicker and I
10 both very much like Stefi but with her kids she just doesn't seem to have the time to hit the
11 streets in the way we need her to."

12 3.38 A fellow co-worker at GWD, Tabitha Stewart, read this same email and reported
13 to her first-line supervisor Stephanie Stone-Robb that she felt uncomfortable with Mr.
14 Kwikowski's email. Ms. Stewart wrote to Ms. Stone-Robb and expressed her concerns about
15 Mr. Kwikowski's comments.

16 3.39 In her email to Ms. Stone-Robb, Ms. Stewart stated that Mr. Kwikowski's
17 comments were "unsettling (as someone who would like to have kids soon), its discriminatory
18 AND can put GWD in a troublesome spot legally."

19 3.40 Despite employees and supervisors at GWD having knowledge that Plaintiff was
20 being fired because she had children, nothing was done to correct this action, and Plaintiff was
21 terminated from her position without any notice or opportunity to improve her sales numbers

22 3.41 Defendants have in the past permitted similarly situated male employees to take
23 corrective actions to improve sales figures.

1 3.42 Defendants have taken adverse action against other female employees who
2 decided to start families.

3 3.43 Defendants have taken adverse action against other female employees with child-
4 care responsibilities.

5 3.44 Defendants have created and fostered a workplace where having child-care
6 responsibilities is actively discouraged.

7 3.45 Defendants have created and fostered a workplace where having child-care
8 responsibilities is grounds for adverse action.

9 3.46 After her termination, Plaintiff continued to host trivia contests on a part-time
10 basis.

11 3.47 Because of her termination, Plaintiff has lost income and wages and has suffered
12 damages in amount to be determined by a trier-of-fact.

13
14 **IV. FIRST, SECOND, AND THIRD CAUSES OF ACTION**

15 **(Gender and Sex Discrimination Including Hostile Work Environment, Disparate**
16 **Treatment, and Wrongful Termination Violation of Washington Law Against**
17 **Discrimination, RCW 49.60, et seq.)**

18 4.1 The paragraphs above are re-alleged and incorporated by reference as though
19 fully set forth herein.

20 4.2 At all times relevant hereto, Plaintiff performed her job duties successfully.

21 4.3 During her employment Plaintiff was subjected to unwelcome statements and
22 actions of a sexual and gender-based nature.

23 4.4 These statements and actions were unwelcome and offensive to Plaintiff.

24 4.5 These statements and actions were so severe and pervasive that they negatively
25 impacted the terms and conditions of Plaintiff's employment with Defendants.
26

1 4.6 These statements and actions were so severe and pervasive that they compelled
2 Plaintiff to report them to Defendants.

3 4.7 These statements and actions created a hostile work environment for Plaintiff.

4 4.8 These statement and actions are imputable to Defendants because they originated
5 from a manager in a position of power over Plaintiff.

6 4.9 These statement and actions are imputable to Defendants because they originated
7 from a manager who, upon information and belief, had engaged in similar misconduct on other
8 occasions.

9 4.10 These statement and actions are imputable to Defendants because each of them
10 failed to take reasonably prompt and adequate corrective action.

11 4.11 Defendants also treated Plaintiff less favorably than her male peers and/or
12 colleagues.

13 4.12 Defendants fostered, tolerated, and created a workplace where having children
14 and/or child-care responsibilities was discouraged.

15 4.13 Defendants fostered, tolerated, and created a workplace where having children
16 and/or child-care responsibilities was grounds for adverse action.

17 4.14 Plaintiff was subjected to these statements and actions because of her sex and
18 gender.

19 4.15 In September 2017, Plaintiff was subjected to adverse actions by Defendants.

20 4.16 This included, but was not limited, to the termination of her employment.

21 4.17 Defendants terminated Plaintiff without any advance notice.

22 4.18 Defendants specifically cited Plaintiff's child-care responsibilities as a
23 substantial and/or motivating factor for her termination.

1 4.19 Plaintiff was subjected to this adverse action because of her sex and gender.

2 4.20 As a direct and proximate result of Defendants' violations of Washington's Law
3 Against Discrimination, RCW 49.60, *et seq.*, Plaintiff has suffered damages including, but not
4 limited to, economic losses, loss of back pay, loss of front pay, loss of benefits, non-economic
5 losses, mental trauma, emotional distress, general damages, attorneys' fees and costs in an
6 amount to be proven at trial.

7 **V. FOURTH, FIFTH, AND SIXTH CAUSES OF ACTION**

8 **(Retaliation Including Hostile Work Environment, Disparate Treatment, and**
9 **Wrongful Termination in Violation of Washington Law Against Discrimination, RCW**
10 **49.60, *et seq.*)**

11 5.1 The paragraphs above are re-alleged and incorporated by reference as though
12 fully set forth herein.

13 5.2 At all times relevant hereto, Plaintiff performed her job duties at an acceptable
14 and/or satisfactory level.

15 5.3 During her employment, Plaintiff was subjected to unwelcome statements and
16 actions of a sexual and gender-based nature.

17 5.4 Plaintiff protested these statements and actions.

18 5.5 Plaintiff's actions in this regard constitute protected activities under the RCW
19 49.60, *et seq.*

20 5.6 Plaintiff also engaged in protected activities by: (a) requesting the ability to take
21 maternity leave and (b) taking maternity leave in April and May 2017.

22 5.7 Defendants retaliated against Plaintiff because she engaged in protected
23 activities.

24 5.8 Defendants imposed adverse action(s) against Plaintiff.

1 5.9 Defendants also treated Plaintiff less favorably than her male peers and/or
2 colleagues.

3 5.10 Defendants fostered, tolerated, and created a workplace where having children
4 and/or child-care responsibilities was discouraged.

5 5.11 Defendants fostered, tolerated, and created a workplace where having children
6 and/or child-care responsibilities was grounds for adverse action.

7 5.12 Defendants violated RCW 49.60 *et. seq.*, by taking these actions in response to
8 Plaintiff's protected activities.

9 5.13 Defendants substantially and negatively altered the terms and conditions of
10 Plaintiff's employment because she engaged in protected activities.

11 5.14 Defendants terminated Plaintiff because she engaged in protected activities.

12 5.15 Defendants terminated Plaintiff without any advance notice.

13 5.16 As a direct and proximate result of Defendants' violations of Washington's Law
14 Against Discrimination, RCW 49.60, *et seq.*, Plaintiff has suffered damages including, but not
15 limited to, economic losses, loss of back pay, loss of front pay, loss of benefits, non-economic
16 losses, mental trauma, emotional distress, general damages, attorneys' fees and costs in an
17 amount to be proven at trial.

18
19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, having asserted the above and foregoing claims, Plaintiff prays for
22 judgment as follows:

23
24 1. Judgment against Defendants on each of the above causes of action for
25 damages in an amount to be determined at trial, including but not limited to past wages,
26 income and/or compensation; future wages, income, and/or compensation; loss of benefits;

1 non-economic damages including emotional distress, mental anguish, and pain and
2 suffering; and exemplary damages, double damages, statutory damages, and prejudgment
3 interest;

4 2. An award to Plaintiff and against the Defendants for attorneys' fees and
5 costs incurred in maintaining this action and for all other costs which Plaintiff is entitled to
6 under Washington law including but not limited to RCW 49.60 *et seq.*, RCW 49.48 *et seq.*,
7 RCW 4.84 *et seq.*, and any other applicable law(s).

8
9 3. Such other relief as the Court finds just and equitable.

10 DATED this 26th day of May 2020.
11

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14
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